

HACKETTSTOWN EDUCATION ASSOCIATION, INC.

and

THE BOARD OF EDUCATION
OF HACKETTSTOWN, NEW JERSEY

EMPLOYMENT AGREEMENT

AGREEMENT made this Twenty Seventh day of August 1980 between the HACKETTSTOWN EDUCATION ASSOCIATION, INC., hereinafter called "Association," and the BOARD OF EDUCATION OF THE TOWN OF HACKETTSTOWN, in the COUNTY OF (WARREN,) hereinafter called "BOARD."

WHEREAS, the parties hereto have reached an agreement respecting the terms and conditions of employment of certain employees of the Board, the parties hereto, pursuant to New Jersey state law, mutually agree as follows:

LIBRARY
Institute of Management and
Labor Relations

SEP 4 1981

RUTGERS UNIVERSITY

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ARTICLE I
RECOGNITION

The Board recognizes the Association as the exclusive representative of the following personnel employed by the Board for collective negotiation concerning the terms and conditions of employment:

Classroom Teachers
Librarians
Nurses
Learning Disability Teacher-Consultant
Guidance Counsellors
Department Chairmen
School Psychologist
Speech Correctionists
Social Workers
Band Directors
Custodians
School Building Secretaries

Excluded: Child Study Team Supervisor

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation over a successor Agreement. Negotiations for the successor Agreement shall commence no later than October 1 of the year prior to termination of the Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

- A. Definition: A "grievance" is a claim by an employee or the Association on behalf of an employee or group of employees based upon an alleged misinterpretation, misapplication, or violation of this Agreement, Board policies, or administrative decisions rendered thereunder affecting the working conditions or terms of employment of an employee or group of employees.
- B. Purpose: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

The Association agrees that those items which are expressly related to the Ridgefield Park decision of the New Jersey Supreme Court will not be subject to the Grievance Procedure.

C. In the following procedure it is understood that the employee has the option to proceed either directly or to be accompanied by a representative of the Association:

1. The parties agree to follow the procedures outlined in this Agreement and to use no other channels to resolve any question or proposal until the procedures in this Agreement are fully exhausted. A grievant who does not meet the timelines as prescribed automatically waives the right to further appeal, and the grievance shall automatically be considered null and void.
2. Any Board of Education employee who has grievance (as heretofore defined) shall within thirty (30) school days following the occurrence of the alleged happenstance present it first to the Professional Rights and Responsibilities Committee of the Hackettstown Education Association to decide the worth of the grievance. The P.R.&R. Committee shall make a decision within ten (10) school days. If the employee is dissatisfied with the decision of the P.R.&R. Committee, he has the right within seven (7) school days to continue the grievance as follows: He shall discuss it with his Principal (or his immediate superior or department head, if applicable) in an attempt to resolve the matter at that level.
3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, the employee shall within four (4) school days set forth his grievance in writing to the Principal. The Principal shall communicate his decision to the employee in writing within four (4) school days of the receipt of the written grievance. Carbon copy to go to the Principal and Superintendent.
4. The employee may appeal the Principal's decision within seven (7) school days to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall arrive at a decision within seven (7) school days of receipt of the written appeal. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee. Carbon copy to the Principal, Superintendent, and members of the Board of Education.

5. If dissatisfied with the action taken by the Superintendent of Schools, an employee may request within seven (7) school days that a committee of his particular employee organization such as the Hackettstown Education Association's Professional Rights and Responsibilities Committee, which includes employees of the Hackettstown School System, review the grievance. The Committee will use its best influence to eliminate grievances which in its opinion are not worthy of further consideration. If the matter is not resolved within fourteen (14) school days, the Committee shall drop the matter from further consideration.
6. If after all preceding steps as stipulated heretofore have been utilized a grievance alleges misinterpretation, misapplication or violation of the agreement, the employee shall refer the grievance through the Superintendent's office to the Board of Education within four (4) school days of the determination of the HEA's P.R.&R. Committee. The appeal to the Board must be in writing and must set forth the grounds upon which the grievance is based. The Board shall hear the employee at its next conference and shall inform the employee of its determination in writing within eight (8) days after the conference. Carbon copies shall go the Principal, Superintendent and Board.
7. If the grievance involves misinterpretation, misapplication or violation of the agreement, the employee shall have the right within ten (10) school days following the decision of the Board to request binding arbitration pursuant to rules and regulations established by the American Arbitration Association under the provisions of N. J. law. The recommendation for settlement made by the Arbitrator will be binding on both parties. The costs of the arbitrator's services, if any, shall be shared equally by the parties and each of the parties shall bear their own costs.
8. If the grievance alleges misinterpretation, misapplication or violation of Board policies or administrative decisions involving the interpretation or application of Board policies, the grievance may be referred through the Superintendent's office to the Board of Education within four (4) school days of the determination of the HEA's P.R.&R. Committee. The appeal to the Board must be in writing and must set forth the grounds upon which the grievance is based. The Board shall hear the employee at its next conference and shall inform the employee of its determination in writing

within eight (8) days after the conference. Carbon copies shall go to the Principal, Superintendent and Board. Said grievance shall not be subject to binding arbitration.

9. No claim by an aggrieved party shall constitute an arbitrable grievance beyond Board level or be processed beyond Board level if it pertains to:
- a) any matter for which a detailed method of review is prescribed by law; or
 - b) any rule or regulation of the State Commissioner of Education; or
 - c) any existing by-laws of the Board of Education; or
 - d) any matter which, according to law, is beyond the scope of Board authority or limited to unilateral action of the Board alone.
 - e) any complaint of a non-tenured teacher which arises by reason of his not being reemployed.
10. When it is determined by the H.E.A. that a court appeal shall be undertaken following an arbitrator's decision, the following conditions shall prevail: If the court rules in favor of the Association, the Board of Education will compensate the Association up to a maximum of \$1000 for attorney fees and court costs in conjunction with all court proceedings. On the other hand, if the court rules in favor of the Board, the Association will compensate the Board up to a maximum of \$1000 for attorney fees and court costs in conjunction with all court proceedings. In no event, however, will either party be liable to pay to excess of \$2000 within the existence of the negotiated agreement for such costs.

ARTICLE IV EMPLOYEES RIGHTS

- A. The Board hereby agrees that every employee shall have the right to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

- B. The Board and the Association agree that there shall be no disciplinary action, reprimand or deprivation of any employee's rights without just cause; further, the Board agrees that no employee will be reduced in rank or compensation or any employment advantage without just cause.
- C. Members of the negotiating team shall be free from reprisals by the Board or its representatives.

ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to comply with all reasonable requests by the Association for available information within the public domain which may be necessary for the Association to process any grievance or complaint.
- B. The Association shall have the privilege to use school buildings at all reasonable hours for meetings. The principal of the building in question shall approve in advance of the time and place of all such meetings.
- C. The Association shall have the privilege of reasonable use of the inter-school mail facilities and school mail boxes.
- D. The President of the Association shall meet with the Superintendent for the purposes of scheduling two (2) hours of release time per week for the President or a teacher designee in periods other than normal preparation and lunch to conduct Association business.

It is understood that arrangements may vary from year to year depending upon the needs of the educational program and that any conduct of Association business will not interfere with the educational process of the district.

The above cited meeting shall occur prior to September 10th. Said schedule shall be established no later than September 15th of each contract year.

ARTICLE VI SCHOOL CALENDAR

A committee of three (3) employees shall be appointed by the Association to advise and recommend to the administration an appropriate calendar for the school year on or before March 1, from the period September 1 to June 30.

ARTICLE VII
TEACHING HOURS AND TEACHING LOAD

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to sign in or out. However, if - in the judgment of the administration - the provisions of subsequent Article VII D 3, which deals with times for daily reporting for duty and leaving the building, are persistently violated by a teacher, or teachers, that person - or persons - shall be required to 'clock in and clock out' at the discretion of the administration. The Association will be notified when such action is taken.
- B. Teachers shall have a daily duty-free lunch period of at least the following lengths:
1. Primary School ----- 30 minutes
 2. Middle School ----- 30 minutes
 3. High School ----- 30 minutes
- C. 1. Classroom teachers shall, in addition to their lunch period, have preparation time daily during which they shall not be assigned to any other duties.
2. When a teacher is requested to forfeit an unassigned period to cover a class or activity of another teacher, he shall be compensated at the rate of \$8.50 per period. Such coverage shall be arranged by the building principal or with the approval of the building principal.
- D. 1. The in-school work year for the professional staff employed on a ten-month basis (other than new personnel who may be required to attend an additional two days of orientation) shall not exceed 187 school days.
2. Any teacher who is required to work beyond the regular teacher in-school work year as defined in Article VII D 1, shall be compensated at a salary proportionate to his regular salary.
3. Professional employees shall be required to report for duty ten (10) minutes before the opening of the pupils' school day, and shall be permitted to leave fifteen (15) minutes after the close of the pupils' school day, except as stated in Article VII E. There will be no professional meetings on Fridays and on days preceding holidays and vacations.
- E. 1. Building-based teachers may be required to remain after the end of the regular work-day, without compensation, for the purpose of attending building-faculty and other professional meetings. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and ordinarily last no more than 60 minutes. If a meeting shall exceed sixty minutes, a teacher may leave after such length of time has been reached. The number of meetings called by individual building adminis-

trators will not exceed ten (10) regular and five (5) additional or special meetings during any school year. These do not include meetings called by the Superintendent of Schools.

2. The notice of and agenda for any meeting shall be given to the teachers involved at least three days prior to regular meetings. Teachers shall have the opportunity to suggest items for the agenda. This requirement of notice and agenda for meetings shall be waived in cases of emergency.
- F. No specific limit shall be set as to the size of any class. However, everything possible shall be done to establish and maintain class groups that are reasonable in pupil size commensurate with an effective educational program.

ARTICLE VIII TEACHER EMPLOYMENT

- A. Credit for previous outside teaching experience in a duly accredited school may be granted new employees of the Board at the time of initial employment. Credit for military service shall not exceed four (4) years.
- B. It is the intent of the Board to notify teachers of their contract and salary status for the ensuing year as early in the school year as possible but in no case later than April 30.
- C.
 1. Beginning September 1, 1972, and thereafter, only undergraduate or graduate credits earned after the awarding of the bachelor's degree, and approved by the Superintendent, will be recognized as credit toward bachelor's plus 15 or bachelor's plus 30 on the salary scale.
 2. To qualify for placement on the master's degree plus 30 scale, a person must have earned a master's degree and, in addition, must have accumulated a minimum of 30 additional graduate credits. Such graduate credits may be acquired any time after the granting of the bachelor's degree.
 3. Advancement from one category to another on the salary guide shall be granted effective September 1 and February 1. Payment shall be made retroactive to September 1 and February 1 upon presentation of evidence of eligibility, which must be presented no later than September 30 and February 28.

ARTICLE IX SALARIES

The salaries of all employees covered by this Agreement are set forth in the schedules which are attached hereto and made a part thereof.

- A. When pay day is on or during a school holiday, vacation, weekend or bank holiday, employees shall receive their paychecks on the last previous work day. In the event that there is a computer malfunction which precludes payrolls

- in accordance with the time cited in the Agreement, payment shall be made as soon as possible after the malfunction is corrected. The Board shall seek to correct the computer malfunction as expeditiously as possible.
- B. Employees on 20 payment option shall receive their final checks on the last working day in June provided they have fulfilled all professional responsibilities to the satisfaction of the administration. Employees may also have the option of selecting a 24 payment plan provided conditions of obligation outlined above are met.
- C. The salaries of department chairmen shall be as follows:
- | | |
|------------------------------|-------------------|
| Chairpersons with BA ----- | \$700 --- 80-81 |
| | \$750 --- 81-82 |
| Chairpersons with MA ----- | \$800 --- 80-81 |
| | \$900 --- 81-82 |
| Chairpersons with MA & | |
| Supervisor's Certificate --- | \$1,200 --- 80-81 |
| | \$1,400 --- 81-82 |
- D. A stipend of \$1,000 shall be paid to Guidance Personnel, the Learning Disability Teacher-Consultant, the Speech Correctionist, and the School Psychologist for 1980-81. In 1981-82, the sum will be increased to \$1,100.
- An individual in this group working an extra or 11th month shall be paid an additional 10% of the base salary as derived from the guide. The High School Guidance Director shall be viewed for salary purposes in the same light as Department Chairpersons.
- E. Employees have the option of selecting a summer savings plan with the Board of Education selecting a local bank depository.

ARTICLE X TEACHER ASSIGNMENT

- A. Upon request, all teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than August 1.
- B. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after August 1, any teacher affected shall be notified in writing.

ARTICLE XI VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. No later than May 1 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies for the following school year.

- B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system.

ARTICLE XII PROMOTIONS

Employees who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent.

ARTICLE XIII TEACHER EVALUATION

- A. The procedure for evaluation shall be as defined in the Board policy for teacher evaluation and are incorporated by reference in this agreement. It is agreed that the Board retains all rights to establish criteria for teacher evaluation.
- B. All teacher evaluation shall be conducted by persons certified by New Jersey Board of Examiners to supervise instruction. Observations for curriculum fulfillment may be carried on by department chairmen without above certification. However, these observations shall not be considered as part of teacher evaluation.
- C. All formal evaluations will be discussed with the teacher being evaluated.

ARTICLE XIV SICK LEAVE

- A. Ten month contract employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Twelve month contract employees shall be entitled to twelve (12) sick leave days each contract year as of the first official day of said contract year whether or not they report for duty on that day. Unused sick leave days shall be accumulated in the Hackettstown School System from year to year with no maximum limit to be used for additional sick leave as needed in subsequent years. A physician's certificate indicating permission to return to work must be submitted if an illness exceeds three (3) consecutive school days or five (5) or more days in any ten (10) school day interval prior to resumption of his duties. Sick leave is awarded by the school system to protect individuals from loss of

pay and is not to be abused. Violation of sick leave policy will result in loss of pay for the day or days involved.

- B. The employee, upon retirement, after September 1, 1975, and after ten (10) years of regularly appointed service in the Hackettstown School District, shall receive a lump sum payment of \$8.00 per day for each day of unused accumulated sick leave which was accumulated while employed in the Hackettstown School District. Such payment shall be limited to ten (10) days per year for all employees.

ARTICLE XV TEMPORARY LEAVE OF ABSENCE

Employees shall be entitled to the following leaves of absence with full pay each school year:

- A. Subject to advance approval of the Superintendent two days per school year may be used, with pay, by any regular employee for business which cannot be transacted at other than school time. These days will not be charged against sick leave time. Forms for personal business request are available in building principal's office and must be initiated by the employee.
- B. If death occurs in the immediate family of any employee, that employee will be allowed absence, without reference to sick leave, at full pay, as follows: allowance of five (5) days for parents or guardians, mother and father-in-law, spouse and own children, brothers and sisters; three (3) days for grandchildren, grandparents, brother and sister-in-law.
- C. In the event of illness in the immediate family that creates an emergency situation, any employee may use up to three (3) days with full pay without reference to sick leave. Immediate family is here defined as parents, spouse, and own children.
- D. A teacher shall be granted a maternity leave under existing state law.

ARTICLE XVI EXTENDED LEAVE OF ABSENCE

- A. A leave of absence without pay of up to one (1) year may be granted to any employee at the discretion of the Board. Any employee granted a leave of absence shall be required to notify the Board of his intent to return or not to return to his position not less than three weeks prior to expiration of the leave.
- B. The Board of Education may grant a sabbatical leave of absence to a teacher for a full school year upon the recommendation of the Superintendent of Schools, and subject to the following conditions:

1. The teacher has completed at least seven (7) years of continuous, full-time service in the Hackettstown School system prior to the first sabbatical leave, and seven (7) continuous full years of service between subsequent leaves.
2. The teacher shall agree to devote the sabbatical leave of absence to study which will contribute substantially to the teacher's educational growth.
3. During the sabbatical leave, the teacher agrees not to engage in any full-time employment for remuneration.
4. The teacher shall agree to remain in the service of the Hackettstown School system after the expiration of the sabbatical leave for at least two (2) full years.
5. During a sabbatical leave a teacher shall remain in the inactive employ of the Board and shall receive an annual compensation equal to fifty (50) per cent of the ten month contract for that year. From this compensation there shall be made the regular deductions for the Teachers' Pension and Annuity Fund and such other deductions required by law and/or normally requested by the teacher.
6. Upon the return from the sabbatical leave, the teacher shall be placed on the same level of the salary schedule which he would have achieved had he remained actively employed in the system during the period of the leave.
7. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of two (2) per cent of full-time certificated teachers during any single school year.
8. Petitions for sabbatical leave must be received by the Superintendent in writing in such form as may mutually be agreed on by the Association and the Superintendent no later than January 1 of the school year preceding the school year for which the sabbatical leave is requested. Action shall be taken by the Board no later than March 1 following submission of the request.
9. In the event that a leave is taken for study in which credit is normally granted, the teacher must submit evidence of successful completion of such study in the form of passing grades in order to advance on the salary scale. Otherwise, he shall return at the salary level payable during the sabbatical year.
10. If the leave is granted for research, successful evidence of completion of or advancement in the research study must be submitted to the Superintendent in order to qualify for salary increment advancement as indicated above.

11. Persons granted a sabbatical leave shall be required to make continual reports to the Superintendent of Schools indicating progress of the sabbatical leave so as to assure that the purpose for which it was intended is being attained. (Such reports shall not be the sole cause for surrender of the sabbatical.)
12. Upon return, the person granted the sabbatical shall make a full report to the Board of Education and Superintendent. Such report shall be subsequently filed in the appropriate area of the school library. Publishers rights shall not be denied the author regardless of whether or not the material is copyrighted.

ARTICLE XVII
PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with the Board immediately to advise and recommend programs to guarantee the safety of students, employees, and property.

ARTICLE XVIII
INSURANCE PROTECTION

A. Full Health-Care Coverage

As of the beginning of the 1980-82 contract period, the Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for family plan or any other single or dependent plan.

1. Provisions of coverage

Provisions of the health-care insurance program shall be detailed in master policies and contracts and shall include:

- a. Hospital room and board and miscellaneous costs
- b. Out-patient benefits
- c. Laboratory fees, diagnostic expenses, and therapy treatments
- d. Maternity costs
- e. Surgical costs
- f. Major-medical coverage
- g. Family Prescription Coverage - \$1.00 co-pay. Maximum Board contribution is \$22,000 for 1980-81 and \$23,600 for 1981-82.

In any event, however, the Board of Education will not assume any liability or admit any liability for any coverage or benefits not provided for in the master policy.

2. The health insurance carrier may be selected by the Board. However, any change in carrier must be for a program which is equal or better than the one currently in existence.

In the event the Board would effect any change in the insurance carrier, it is agreed that there will be no lapse of coverage for employees at the time of change nor will there be any decreases in the type of coverage or benefits.

3. Complete annual coverage

For each employee who remains in the employ of the Board for the full contract year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

4. The Board shall request the carrier to provide to each teacher a description of the health-care insurance coverage provided under this article, no later than the beginning of the contract year, setting forth a clear description of the conditions and limits of the policy.

B. Retirement Coverage

The Board shall provide for continuance of health-care insurance after retirement, payable by subscriber at group rates, under same policy in XVIII 1,2,3,4.

C. Tax Sheltered Annuity

A tax sheltered annuity plan shall be implemented for those wishing to have deductions from salary. This plan shall be limited to a single company that is mutually satisfactory to both the H.E.A. and the Board of Education.

ARTICLE XIX
DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Hackettstown Education Association, the Warren County Education Association, the New Jersey Education Association, or the National Education Association, or any one or any combination of such association as said employees individually and voluntarily authorize the Board to deduct.
- B. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice by August 1, prior to the effective date of such change.
- C. Any employee may have such educational dues discontinued from payroll deductions prior to January 1st or July 1st upon written notice to the Board of Education for the coming school year starting September 1st.

- D. By October 15 of each year covered by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees a representation fee in accordance with the provisions of NJSA 34:13A-5.4 (Agency Shop Law).

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article and to compensate the Board for all costs of defense including attorney fees. The Board agrees to provide the Association timely notice in writing of any claim, demand, suit or other form of liability resulting from the implementation of the provisions of this Article. If the Association so requests in writing, the Board will grant to it full responsibility for the defense of such claim, demand, suit or other form of liability with the Association paying all costs.

- E. The Board agrees to deduct U. S. savings bond from an employee's paycheck upon receipt of written notice to do so.

ARTICLE XX INSTRUCTIONAL COUNCIL

The Instructional Council shall be organized as follows: One member of the board of education (appointed by the president), the Superintendent, the high school principal, one elementary principal, and five teachers designated by the Association (with all schools being represented). The meetings shall be called by the Superintendent, either at his discretion or upon the request of any member of the council; there shall be a minimum of two meetings per year; the chairmanship shall be rotated from teacher to non-teacher yearly, and the meetings shall be held after school hours. Under no circumstances should any session be called without specified agenda items listed for discussion.

The purpose of the Council shall be to research and study matters of educational concern and present the results of such study along with any recommendations to the Board. A copy of results of the study shall also be forwarded to the Association.

ARTICLE XXI PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

1. The Board shall pay full cost per graduate credit and full cost per undergraduate credit to a maximum of 12 credits earned per school year, consistent with paragraph 2 thereof. This full cost is defined as the cost per graduate or undergraduate credit at New Jersey State Colleges at the time of en-

rollment for the course. To receive remuneration, applicant must apply for reimbursement within six (6) months of completion of course and must be an employee of the Hackettstown school district.

2. Except for specific under-graduate credits required by the Board, reimbursement for graduate credits only will be granted to professional persons, i.e. teachers, guidance personnel, librarians and nurses. To be eligible for such payment these persons (1) must have received advance approval of the Superintendent of Schools to pursue a course or courses, and (2) shall provide professional evidence of successful completion, and (3) courses must be in the area of the teacher's teaching assignment.
3. Other employees may apply for reimbursement for course study for which undergraduate credit is given. However, it is not the purpose of the Board of Education to subsidize payment for college work leading toward attainment of a baccalaureate degree. Rather, it is the intent of the Board to have courses approved by the Superintendent only when, in his judgment, they will be of specific benefit to the district through enhancement of the employees' work in his (her) particular position.
4. The annual maximum liability to the Board shall not exceed \$13,000 during the 1980-81 school year and \$14,000 during the 1981-82 school year.

ARTICLE XXII BOARD'S RIGHT CLAUSE

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means, and personnel by which such operations are to be conducted; (f) to establish reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XXIII NON-INSTRUCTIONAL STAFF

- A. The Superintendent of Schools may dismiss a custodian beyond the probationary period by giving 60 calendar days notice in writing. Such dismissal shall be

accompanied by written charges brought because of inefficiency, incapacity, conduct unbecoming a custodian, or other just charges.

Any custodian who has been employed full-time beyond a period of one year, shall have the right to appeal the dismissal action of the Superintendent to the Board of Education. This appeal must be submitted, in writing, to the Secretary of the Board within 15 calendar days of notification of dismissal. The formal hearing of the appeal by the Board shall take place within 15 calendar days of its receipt by the Secretary. It shall require a majority of the entire Board (5 votes) to sustain the action of the Superintendent; otherwise, the custodian will be reinstated to his/her position. The vote shall not be delayed beyond the next regularly scheduled meeting. Failure to vote within this prescribed time shall be deemed a decision adverse to dismissal.

Further, it shall be the responsibility of the Supervisor of Buildings and Grounds to make certain that adequate procedures exist to inform a custodian in writing that his/her performance does not meet standards required by the district. Any custodian, beyond the probationary period, must receive written notification from the Supervisor of Buildings and Grounds that he is making a recommendation of dismissal to the Superintendent and that termination of employment could result. This notification shall be accompanied by reasons, also in writing, as to why said recommendation is being made.

None of the above is to be construed as waiving the authority of the Superintendent to suspend any employee, professional or non-professional. (Such right is established by law.)

This does not apply to custodians who have not satisfactorily completed their probationary period nor does it apply to custodians who are dismissed due to reduction in force.

- B. The Board agrees that in addition to the current practice of allowing the head custodian and the lead maintenance person two days of attendance at the N.J.E.A. convention all other custodial and maintenance personnel shall be allowed one day to attend said convention. The days to attend said convention shall be rotated on a one-man-on one-man-off basis. Such scheduling to be developed by the Supervisor of Buildings and Grounds.
- C. The Board agrees that twelve-month secretaries shall be entitled to summer vacation anytime from the closing of school in June to the opening of school in September. Such vacations will be equally distributed throughout the vacation period. The Superintendent shall retain supervision of vacation schedules; however, no schedule will be unreasonably denied.

- D. 1. The Board shall pay each custodian an additional \$40.00 per year to purchase a pair of approved safety shoes.
Specifications and type of shoe are to be determined by the district business administrator and a representative of the custodian unit.
2. The Board shall pay each custodian required to work on a regular basis outside during the winter months an additional \$40.00 per year to purchase an approved winter weight work jacket.
Specifications and type of winter weight work jacket are to be determined by the district business administrator and a representative of the custodian unit.
Reimbursement for shoes and jackets is to be made by application to the School Business Administrator and is to include purchase receipt for the required item.
3. All custodians working under a twelve (12) month contract shall receive twelve (12) sick days.
4. When custodians are required to work an enumerated holiday, they shall receive double pay. On Sundays, they shall receive time and a half.
5. All custodians required to work over-time shall receive a wage guarantee of one (1) hour minimum.
6. The Board agrees to provide each custodian under contract with seven (7) sets of uniforms. It is required that these uniforms be worn at all times when on duty.
7. The following holidays will be granted maintenance and custodial employees:
- a. New Year's Day
 - b. President's Holiday Weekend (to include Washington's or Lincoln's birthday)
 - c. Good Friday
 - d. Memorial Day
 - e. Independence Day
 - f. July 5th
 - g. Labor Day
 - h. Thanksgiving Day
 - i. Day after Thanksgiving Day
 - j. Christmas Eve Day
 - k. Christmas Day
 - l. New Year's Eve Day

E. Custodians with an "in-charge" license will receive a stipend of \$309 per contract year, said stipend to be off the guide.

F. Vacation schedules for custodians and secretaries:

1 to 8 years 2 weeks

9 to 13 years 3 weeks

14 years plus 4 weeks

G. Secretarial Work Day Defined:

During the school year the work day shall consist of eight (8) hours, with the Building Principal arranging the time to best serve school needs. Normally, this will be from 8:00 a.m. to 4:00 p.m.

Summer office hours shall be as follows:

Elementary and Middle Schools -- 8:00 a.m. to 3:00 p.m.

High School ----- 8:00 a.m. to 3:00 p.m.

All secretarial and clerical staff employees shall have a one-hour lunch period throughout the year which is included in their work-day schedule.

H. During the Spring and Winter recesses, secretaries will be required to work no more than two (2) days in each of the vacation periods. The Superintendent will arrange the schedules for each of the schools in advance.

I. On days when school is closed for inclement weather, secretaries shall not be required to report for work.

J. Promotion Procedure: When a secretary in the Hackettstown district is promoted from one category to another, she shall receive the differential in salary between the two categories, plus her negotiated raise.

K. Custodians Holidays: If a holiday falls on a weekend, the custodians and maintenance staff are to be given either the last working day prior to the holiday or the first working day after the holiday off. The Board of Education will decide whether the custodians and maintenance staff get the day before the holiday off or the day after the holiday.

ARTICLE XXIV MISCELLANEOUS PROVISIONS

A. The Board shall not discriminate in its employment policies or practices as required by law.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Any individual contract between the Board and an individual employee,

heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by certified mail, return receipt requested, at the following addresses:

1. If by Association, to Board at the Board of Education Office
2. If by Board, to Association President

E. It is understood by all parties that nothing contained herein shall be construed to deny or restrict to the Board of Education such rights it has or may have under New Jersey school laws or other applicable laws or regulations.

F. This Agreement shall be Board policy for the duration of the Agreement.

Duration of this Agreement: This Agreement shall be effective July 1, 1980 and continue in effect until June 30, 1982.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper corporate officers.

THE HACKETTSTOWN EDUCATION ASSOCIATION, INC.

Attest:

Joan M. Van Seters
Secretary

BY: Patricia A. Nichols
President

Joseph A. Jitto
Chairperson,
Negotiations Committee

THE BOARD OF EDUCATION OF THE TOWN OF
HACKETTSTOWN

Attest:

James L.
Secretary

BY: Gerald DiMaio
President

Thomas P. Armau
Chairperson,
Negotiations Committee

HACKETTSTOWN, N.J.
1980-81 and 1981-82

In Year of Employment	BA		BA 15		BA 30		MA		MA 30	
	1980-81	1981-82	1980-81	1981-82	1980-81	1981-82	1980-81	1981-82	1980-81	1981-82
1	11,315	12,115	12,040	12,890	12,430	13,355	13,260	14,235	14,130	15,230
2	11,715	12,515	12,440	13,290	12,830	13,755	13,660	14,635	14,530	15,630
3	12,115	12,915	12,840	13,690	13,230	14,155	14,060	15,035	14,930	16,030
4	12,565	13,315	13,240	14,090	13,630	14,555	14,460	15,435	15,330	16,430
5	13,050	13,765	13,640	14,490	14,080	14,955	14,860	15,835	15,780	16,830
6	13,785	14,325	14,165	14,965	14,605	15,480	15,335	16,310	16,255	17,305
7	14,245	15,060	14,615	15,490	15,055	16,005	15,785	16,785	16,705	17,780
8	14,705	15,520	15,115	15,940	15,530	16,455	16,315	17,235	17,165	18,230
9	15,165	15,980	15,615	16,440	16,030	16,930	16,815	17,765	17,625	18,690
10	15,725	16,515	16,190	17,015	16,605	17,455	17,365	18,340	18,110	19,175
11	16,225	17,075	16,690	17,590	17,105	18,030	17,865	18,890	18,610	19,660
12	16,775	17,575	17,215	18,090	17,655	18,530	18,415	19,390	19,285	20,160
13	17,375	18,125	17,740	18,615	18,255	19,080	19,015	19,940	19,965	20,835
14	18,080	18,800	18,445	19,215	19,010	19,755	19,760	20,565	20,670	21,540
15	18,805	19,505	19,120	19,920	19,760	20,510	20,535	21,310	21,370	22,245
16	19,605	20,280	19,920	20,645	20,585	21,360	21,360	22,110	22,195	22,970

1) For 1980-81, those persons who were at or above step 16 during 1979-80 shall receive a super maximum sum of:

BA-1,400
BA15-1,425
BA30-1,450
MA-1,475
MA30-1,500

as indicated by their respective degree columns over and above their 1979-80 salary.

2) For 1981-82, those persons who were at or above step 16 during 1980-81 shall receive a super maximum of:

BA-1,475
BA15-1,525
BA30-1,600
MA-1,575
MA30-1,600

as indicated by their respective degree columns over and above their 1980-81 salary.

In addition to the above guide, the following longevity steps (total years in education):
\$100-18-20 years; \$200-21-25 years; \$300-26-30 years; \$400-31-35 years; \$500-36-40 years; \$600-41+years.

HACKETTSTOWN BOARD OF EDUCATION
HACKETTSTOWN, N.J.
SECRETARIAL SALARY GUIDE
1980-1981
and
1981-1982

Step	General Secretary		Principal's Secretary	
	1980-1981	1981-1982	1980-1981	1981-1982
1	\$ 6,219	\$ 6,707	\$ 6,429	\$ 6,889
2	6,481	6,969	6,719	7,179
3	6,743	7,231	7,009	7,469
4	7,005	7,493	7,299	7,759
5	7,267	7,755	7,589	8,049
6	7,558	8,017	7,868	8,339
7	7,841	8,308	8,153	8,618
8	8,126	8,591	8,437	8,903
9	8,410	8,876	8,721	9,187
10	8,694	9,160	9,008	9,471
11	8,984	9,444	9,290	9,758
12	9,263	9,734	9,574	10,040
13	9,547	10,013	9,859	10,324
14	9,832	10,297	10,143	10,609
15	10,111	10,582	10,427	10,893
16	10,400	10,861	10,712	11,177
17	10,690	11,150	10,996	11,462

LONGEVITY: (Applies only to service in the Hackettstown School System).

\$200: 15th - 20th year

\$300: 21st - 25th year

\$400: 26th - 30th year

1. For 1980-1981, those persons who were at or above step 17 during 1979-80 shall receive a super maximum sum of \$700. over and above their 1979-80 salary.
2. For 1981-1982, those persons who were at or above step 17 during 1980-81 shall receive a super maximum sum of \$750. over and above their 1980-81 salary.

New secretarial employees with relevant satisfactory prior experience are to receive advanced salary guide placement based on one full year's step credit for each of four qualifying consecutive years immediately prior to employment with the Hackettstown Board of Education plus one year for every two years of previous experience not immediately preceding the date of employment to a maximum of four years. The school business administrator may grant one additional step on the guide for school secretarial experience of two years or more up to a maximum of two steps.

HACKETTSTOWN BOARD OF EDUCATION
CUSTODIAL SALARY GUIDE
1980-1981

Step	Lead Custodians			Lead Maintenance	Maintenance & Black Seal	Maintenance
	Square Footage of Buildings:					
	30-60,000	60-90,000	Over 90,000			
1	9,068	9,465	9,864	9,914	8,669	8,229
2	9,400	9,797	10,196	10,246	9,001	8,561
3	9,732	10,129	10,528	10,578	9,333	8,893
4	10,064	10,461	10,860	10,910	9,665	9,225
5	10,395	10,792	11,192	11,242	9,997	9,557
6	10,727	11,125	11,524	11,574	10,329	9,889
7	11,059	11,456	11,856	11,906	10,661	10,221
8	11,391	11,788	12,188	12,238	10,993	10,553
9	11,722	12,120	12,520	12,570	11,325	10,885
10	12,054	12,452	12,852	12,902	11,657	11,217
11	12,385	12,784	13,184	13,234	11,989	11,549
12	12,716	13,116	13,516	13,566	12,321	11,881
13	13,049	13,448	13,848	13,898	12,653	12,213
14	13,381	13,780	14,180	14,230	12,985	12,545
15		14,112	14,512	14,562		
16		14,444	14,844	14,894		

Step	Custodians 1980-81	Step	Custodians 1980-81
1	7,975	8	10,299
2	8,307	9	10,631
3	8,639	10	10,963
4	8,971	11	11,295
5	9,303	12	11,627
6	9,635	13	11,959
7	9,967	14	12,291

1. Those lead custodians for 30-60,000, maintenance and black seal, maintenance, and custodians at or above step 14 during 1979-80 shall receive a super maximum sum of:

Lead Custodian 30-60,000: \$900.
Maintenance Black Seal: \$900.
Maintenance: \$850.
Custodian: \$850.

over and above their 1979-80 salary.

2. Those persons who were at or above step 16 during 1979-80 shall receive a super-maximum sum of:

Lead Custodian (over 90,000): \$900.
Lead Custodian (60-90,000): \$900.
Lead Maintenance: \$950.

over and above their 1979-80 salary.

HACKETTSTOWN BOARD OF EDUCATION
CUSTODIAL SALARY GUIDE
1981-1982

Step	Lead Custodians			Lead Maintenance	Maintenance & Black Seal	Maintenance
	Square Footage of Buildings:					
	30-60,000	60-90,000	Over 90,000			
1	9,661	10,058	10,457	10,572	9,287	8,797
2	9,993	10,390	10,789	10,904	9,619	9,129
3	10,325	10,722	11,121	11,236	9,951	9,461
4	10,657	11,054	11,453	11,568	10,283	9,793
5	10,989	11,386	11,785	11,900	10,615	10,125
6	11,320	11,717	12,117	12,232	10,947	10,457
7	11,652	12,050	12,449	12,564	11,279	10,789
8	11,984	12,381	12,781	12,896	11,611	11,121
9	12,316	12,713	13,113	13,228	11,943	11,453
10	12,647	13,045	13,445	13,560	12,275	11,785
11	12,979	13,377	13,777	13,892	12,607	12,117
12	13,310	13,709	14,109	14,224	12,939	12,449
13	13,641	14,041	14,441	14,556	13,271	12,781
14	13,974	14,373	14,773	14,888	13,603	13,113
15		14,705	15,105	15,220		
16		15,037	15,437	15,552		

Step	Custodians 1981-82	Step	Custodians 1981-1982
1	8,543	8	10,867
2	8,875	9	11,199
3	9,207	10	11,531
4	9,539	11	11,863
5	9,871	12	12,195
6	10,203	13	12,527
7	10,535	14	12,859

1. Those lead custodians for 30-60,000, maintenance and black seal, maintenance, and custodians at or above step 14 during 198-81 shall receive a super maximum sum

Lead Custodian (30-60,000): \$925.
Maintenance & Black Seal: \$950.
Maintenance: \$900.
Custodian: \$900.

over and above their 1980-81 salary.

2. Those persons who were at or above step 16 during 1980-81 shall receive a super maximum sum of:

Lead Custodian (over 90,000): \$925.
Lead Custodian (60-90,000): \$925.
Lead Maintenance: \$990.

HACKETTSTOWN BOARD OF EDUCATION
STUDENT ACTIVITIES SALARY RANGES
1980-82

Athletic Director	1400-2800
Football	1000-2300
Asst. F.	600-1400
Asst. F.	600-1400
Asst. F.	600-1400
Asst. F.	600-1400
Asst. F.	600-1400
Cross X (B)	600-1400
Cross X (G)	600-1400
Soccer	1000-2300
Asst. S.	600-1400
Freshman	500-1200
Field Hockey	1000-2300
Asst. F. H.	500-1200
Cheering	1000-2300
Asst. C.	600-1400
Freshman	500-1200
Gymnastics	600-1400
Asst. G.	500-1200
Wrestling	1000-2300
Asst. W.	600-1400
Basketball (B)	1000-2300
Asst. B. B.	600-1400
Freshman B. B.	500-1200
Basketball (G)	1000-2300
Asst. B. B.	600-1400
Freshman	500-1200
Track (B)	1000-2300
Asst. T.	600-1400
Track (G)	1000-2300
Asst. T.	600-1400

Baseball	1000-2300
Asst. B.	600-1400
Asst. B.	600-1400
Asst. B.	600-1400
Softball	1000-2300
Asst. S.	600-1400
Golf	600-1400
Equip. Mgr.	600-1400
Trainer	600-1400
Business Mgr.	600-1400
Band	500-1200
Drill	300-800
Color	300-800
Twirlers	300-800
Chess	300-800
Chorus	500-1200
Drama	500-1200
Newspaper	500-1200
Oracle	500-1200
Key Club	300-800
Student Gov't	300-800
Jr. Prom Advisor	300-800
Class Advisors (3)	300-400

Middle and Primary School student activities positions compensated at rate of \$400 or more in 1979-80 will be compensated at rate of \$600 in 1980-81 and \$700 in 1981-82. Those Middle and Primary School positions compensated at a rate of less than \$400 in 1979-80 will have rate of compensation increased by \$50 in 1980-81 and again in 1981-82.

Longevity Scale: 10 years-\$100; 15 years-\$200; 20 years-\$300;
25 years-\$400; 30 years-\$500.